



WASHOE COUNTY

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CM/ACM _____

Finance LC

DA KM

Risk Mgt. NA

HR NA

Purchasing NA

STAFF REPORT

BOARD MEETING DATE: June 9, 2015

DATE: May 12, 2015
TO: Board of County Commissioners
FROM: Renee Ismari, Director Forensic Science Division
email: romero@washoecounty.us 9/13/17
THROUGH: Michael Sullens, Purchasing and Contracts Manager,
email: msullens@washoecounty.us

SUBJECT: Approve and award proposal # QUO003379/7 to Hamilton Robotics for the partially grant-funded purchase of a Hamilton easyPunch STARlet system, including a 1 year extended warranty, for DNA testing for [IO 11103: \$74,477.60 & IO 20391: \$2,360.88 for a net total of \$76,838.48] to be used by the Washoe County Sheriff's Office Forensic Science Division and if approved, authorize Purchasing to make the purchase and direct Comptroller's Office to make the necessary budget adjustments. (All Commission Districts)

SUMMARY

The WCSO is requesting award of the quote for the purchase of a grant-funded easyPunch STARlet system for DNA testing for use by the Washoe County Sheriff's Officer Forensic Science Division to Hamilton Robotics, for the net amount of \$76,838.48.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

None

BACKGROUND

The easyPunch STARlet would greatly expedite the DNA analysis of both convicted offender and arrestee samples that are part of the DNA database hit confirmation process. This will allow investigative leads associated with DNA database hits to be promptly reported to the investigating agency.

The easyPunch STARlet is a fully automated integrated punching and liquid handling system. This robot requires minimal human intervention and will allow for the rapid processing of both arrestee and convicted offender samples during the DNA database hit confirmation process.

Two quotes for a fully automated integrated punching and liquid handling system were obtained. The first quote was from Life Technologies that is part of ThermoFisher Scientific for

AGENDA ITEM # 513

\$188,222.08. Hamilton Robotics provided a quote for a “close out” unit totaling \$76,838.48 which also includes a one year extended warranty. A new instrument from Hamilton Robotics would cost \$155,542 including the one year extended warranty. The Forensic Science Division has performed some testing of this “close out” unit to confirm that it is working as expected. Hamilton Robotics is a local company which will be advantageous for instrument maintenance and repair. Hamilton Robotics will also provide 8 hours of training to the entire DNA section for no additional cost.

Pursuant to NRS 332.146, if the governing body or its authorized representative determines that the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale, sale of merchandise left after an exhibition, or other similar sale at a reasonable savings over the cost of like merchandise and below the market cost in the community, a contract or contracts may be let or the purchase made without complying with the requirements of this chapter for competitive bidding. The documentation for the purchase or acquisition must be summarized for the next regularly scheduled meeting of the governing body, together with written justification showing the savings involved.

FISCAL IMPACT

Grant 2013-DN-BX-0121 (internal order #11103) will cover \$74,477.57 towards the purchase of the Hamilton easyPunch STARlet robot and Internal Order #20391 (DNA Offender Mandates) will cover the remaining \$2,360.88. FY 14/15 Budget adjustment are needed to increase authority in the Capital Equipment G/L line item by adjusting the following accounts:

<u>Decrease Expense</u>	
11103 - 710300	(\$74,477.60)
<u>Increase Expense</u>	
11103 - 781004	\$74,477.60
<u>Decrease Expense</u>	
20391 - 710500	(\$2,360.88)
<u>Increase Expense</u>	
20391 - 781004	\$2,360.88

RECOMMENDATION

It is recommended that the Board of County Commissioners approve and award proposal # QUO003379/7 to Hamilton Robotics for the partially grant-funded purchase of a Hamilton easyPunch STARlet system, including a 1 year extended warranty, for DNA testing for [IO 11103: \$74,477.60 & IO 20391: \$2,360.88 for a net total of \$76,838.48] to be used by the Washoe County Sheriff’s Office Forensic Science Division and if approved, authorize Purchasing to make the purchase and direct Comptroller’s Office to make the necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be to move to approve and award proposal # QUO003379/7 to Hamilton Robotics for the partially grant-funded

purchase of a Hamilton easyPunch STARlet system, including a 1 year extended warranty, for DNA testing for [IO 11103: \$74,477.60 & IO 20391: \$2,360.88 for a net total of \$76,838.48] to be used by the Washoe County Sheriff's Office Forensic Science Division and if approved, authorize Purchasing to make the purchase and direct Comptroller's Office to make the necessary budget adjustments.

Quotation: S1278021
January 30, 2015

Life Technologies Corporation

3175 Staley Road
Grand Island, NY 14072 USA
Fax No.: 1-800-331-2286 USA
To Order: 1-800-955-6288 USA
www.lifetechnologies.com

To ensure you receive your quoted pricing, please clearly reference your quotation number on your Purchase Order.

To place your order: Fax # 650-638-5875, Attn: Instruments
Pricing Admin OR email to: NAInstrumentOrders@lifetech.com

We now offer highly competitive financing options with low monthly payments. Please contact your local sales representative for more information on how we can meet your financing needs.

Valid From	: 01/30/2015	WASHOE COUNTY Forensic Science Division 911 PARR BLVD Steve Gresko RENO NV 89512 USA
Valid To	: 03/27/2015	
Freight Terms	: FOB FACTORY - FRT QUOTED	

We are pleased to quote on your requirement as follows:

Item No	SKU	Description	Min Qty	List Price	Net Price	Extended Price
1	A26355	CPA 300B INSTRUMENT, USA/CAN	1	\$238,000.00	\$178,500.00	\$178,500.00
2	ZG42SCCOPAN300	AB MAINTENANCE,COPAN300,2 PM	1	\$10,250.00	\$8,532.00	\$8,532.00
3	A26051	XFMR, PWR 220V TO 110V	1	\$800.00	\$760.00	\$760.00

Estimated Shipping & Handling : \$430.08

Total : \$188,222.08

To reduce the number of pages we have to send you with every quotation, we are taking advantage of the internet to direct you to Life Technologies' General Terms and Conditions of Sale on our website. Please read the important statement below carefully.

This quotation, and Life Technologies' **GENERAL TERMS AND CONDITIONS OF SALE** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life Technologies is offering to sell the product(s) or service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life Technologies' General Terms and Conditions of Sale to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life Technologies, and that the purchase and sale transaction between you and Life Technologies is subject to and will be governed by this quotation and Life Technologies' General Terms and Conditions of Sale.

Life Technologies' General Terms and Conditions of Sale can be found on Life Technologies' website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of the webpage.

If you have any questions, please visit our website at www.lifetechnologies.com.

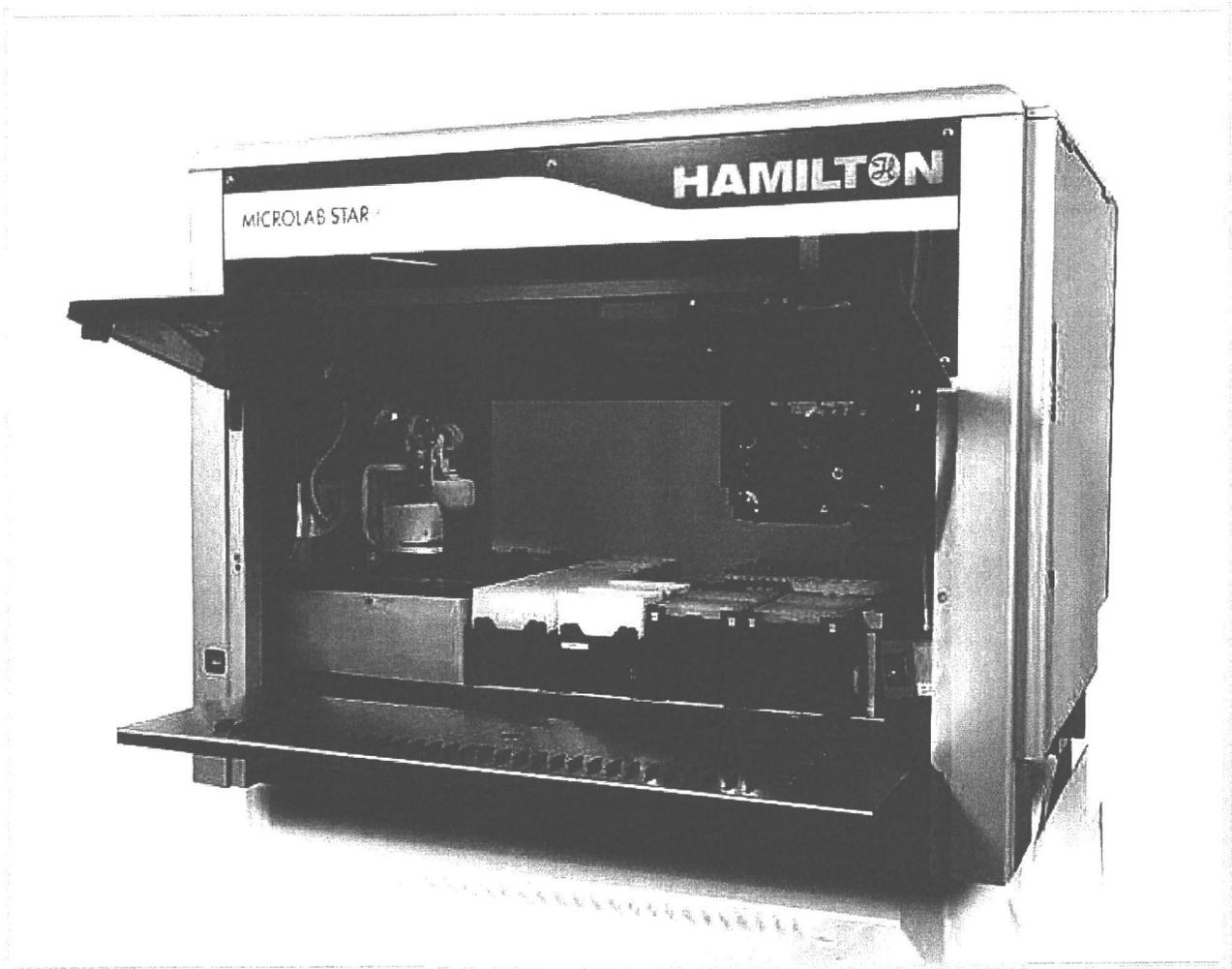
NOTE: Customer MUST reference quotation number when ordering to receive discounts.

ADDITIONAL TERMS AND CONDITIONS OF QUOTATION

1. This quotation shall apply only to direct order purchase from Life Technologies Corporation. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.
2. The effective dates of this quotation appear in the upper right corner of each page unless otherwise noted. Exceptions are noted within the body of this quotation. The quantities and purchase requirements noted on this quotation reflect minimum requirements necessary to receive quoted prices.
3. Percentage discounts in this quotation will be calculated from Life Technologies' current list price for the applicable product. Discounts will be calculated from single unit catalog price. Life Technologies reserves the right to change its list prices at any time. Any increase or decrease to the list price of a product would result in a change to your discounted price. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. Life Technologies reserves the right to re-align products within a category or add or remove products to or from a specific category at any time. Such re-alignment, addition or removal may result in a change to your discounted price for a particular product.
4. This quotation may be terminated by Life Technologies upon written notice.
5. This quotation contains confidential Life Technologies pricing information which if disclosed to third parties could cause competitive harm to Life Technologies. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.

Amie Ingold
Sales Representative

System Proposal for Washoe County Sheriff's Office easyPunch (DEMO System) based on the MICROLAB STAR Line



For Steve Gresko, Washoe County Sheriff's Office



Contact

Jim Grieser
E-mail: jim.grieser@hamiltoncompany.com
Tel.: 206-910-2230
Mobile.: 206-910-2230

Steve Gresko
Washoe County Sheriff's Office
911 Parr Boulevard
Reno, NV 89512

Reno, 05-14-2015

**Washoe County Sheriff's Office easyPunch (DEMO System)
System Proposal Nr.: QUO003379 / 7**

Dear Mr. Gresko,

Further to our recent discussions and your interest in Hamilton Robotics products, we are pleased to provide you with a customized proposal for an automated system. The proposal is based on the discussed specifications during our meetings and shall work as a basis for further discussion. We trust that it will fulfill your expectations. Should you have any questions, please do not hesitate to contact us at any time. We are looking forward to working with you on this project and will contact you shortly to review this proposal.

Yours sincerely

**Jim Grieser
NW Territory Sales Manager**

HAMILTON Robotics

Attachments:

- A - System Configuration and Accessories
- B - Terms and Conditions



System Proposal Nr.: QUO003379 / 7
Washoe County Sheriff's Office easyPunch (DEMO System)

easyPunch: EasiCollect card configuration

Pos.	Qty.	Product	Part-No.	Unit Price (USD)	Total (USD)
Instrument					
1	1	easyPunch STARlet: EasiCollect Card Configuration <i>STARlet Autoload with: four 1mL channels, card and plate gripper for EasiCollect cards, punch module with punch head, PC and software.</i>	49000-10	118,650.00	118,650.00
2	1	Punch head 1.2mm <i>Punch head for punching 1.2mm punches. Included in 49000-10.</i>	803022	0.00	0.00
Subtotal for Instrument					118,650.00
Deck Accessories					
3	2	MAG_CAR_L5_A00 <i>6T carrier to hold 5 magazines in GEWhatman EasiCollect format in cardboard frame 51mm x 51mm.</i>	803416	1,732.50	3,465.00
4	1	Magazine Kit EasiCollect paper <i>Contains 25 magazines with 20 positions each for GEWhatman EasiCollect format cards (51mm x 51mm).</i>	803055	1,155.00	1,155.00
5	2	MFX - Base Module <i>Labware carrier base for up to 5 MultiFlex modules</i>	188039	756.00	1,512.00
6	2	MTP - Park Position <i>Supports one 96/384-well SBS format plate or one flat reagent trough</i>	188041	210.00	420.00
7	2	MFX Card Rec Mod with Mag <i>Magazine holds up to 10 recovery cards of all formats.</i>	803050	603.75	1,207.50
8	2	MultiFlex Tip module <i>Supports one tip rack (5ml, 1000ul, 300ul, 50ul or 10ul tips)</i>	188160	420.00	840.00
9	1	MFX Reagent Module ABI <i>5mL & 1.5-2mL Microfuge tubes</i>	188307	577.50	577.50



Pos.	Qty.	Product	Part-No.	Unit Price (USD)	Total (USD)
10	1	MultiFlex Module ABI PCR <i>Contains module and adapter for the ABI PCR plate (half-skirted).</i>	803071	693.00	693.00
Subtotal for Deck Accessories					9,870.00
Engineering and Services					
11	1	STAR Installation Zone 2	INSTALL8	3,900.00	3,900.00
12	2	Method/Applications Support Method Development provided by a qualified Hamilton Applications Engineer. Methods to be developed: <ul style="list-style-type: none"> • Mixing of Mastermix, Distribution of Mastermix across a 96 well plate • Punching of easiCollect cards. 1.2mm punch. One punch per well of 96 well plate. Includes platemap of 96 well plate in a format designated by Washoe County Sheriff's Office. Note: Validation Services are not offered under this quotation.	APPS1	2,500.00	5,000.00
13	1	Customized onsite training (per day) <i>One day of on-site operators training for the Hamilton easyPunch.</i>	APPS2	2,000.00	2,000.00
14	1	FVK II Consumable Kit 1 <i>Consumables for Single Channel Field Volume Verification</i>	62964-01	110.00	110.00
15	1	FVK II Solutions <i>Consumables Kit for Field Volume Verification - Liquids Kit</i>	199030	315.00	315.00
16	1	easyPunch Verification Consumables Kit 8	199411	217.00	217.00
Subtotal for Engineering and Services					11,542.00
Consumables					
17	1	50µL Cond NSterile NFilter Tips <i>case of 5,760 tips (Blister 5 x 96 tips per rack); 50µL Conductive Non-Sterile Non-Filter Tips</i>	235966	480.00	480.00
Subtotal for Consumables					480.00

Extended Warranty



Pos.	Qty.	Product	Part-No.	Unit Price (USD)	Total (USD)
18	1	One Year (12 months) Extended Warranty for easyPunch Will begin 12 months after installation (system comes with a factory 12 month warranty). Provides two preventative maintenance visits per year. Includes coverage of all parts, labor and travel. Provides the same level of service/protection as a Service Contract.	ExtWarr1	15,000.00	15,000.00
Subtotal for Extended Warranty					15,000.00
Total easyPunch: EasiCollect card configuration					155,542.00



System Proposal Nr.: QUO003379 / 7
Washoe County Sheriff's Office easyPunch (DEMO System)

Project summary

Pos.	Qty.	Product	Total
1	1	easyPunch: EasiCollect card configuration	
		Instrument	118,650.00 USD
		Deck Accessories	9,870.00 USD
		Engineering and Services	11,542.00 USD
		Consumables	480.00 USD
		Extended Warranty	15,000.00 USD
		Total easyPunch: EasiCollect card configuration	155,542.00 USD

List Price	155,542.00 USD
Washoe County Sheriff's Office Special Discount (Demo System)	- (78,703.52) USD
Total System Price	76,838.48 USD

Please fax orders to
 +1 775-858-3029
 or email them to
 roboticsales@hamiltoncompany.com

For order related inquiries please call
 +1 855-646-2871

Terms & Conditions

Prices: In USD, excluding state and local taxes
Payment terms: net 30 days after shipment
Terms of delivery: Freight costs and insurance costs are charged separately
Delivery: 2-5 weeks from date of order
Warranty: 12 months
Quotation validity: 3 months

Purchasing Requirements:

In order to meet the needs of State and County tax laws for products and services, it is necessary to place purchase orders with the HAMILTON COMPANY by line item as they appear in the final quotation. By stating each item to be delivered on a purchase order, it alleviates issues with tax on services, matching up packing lists with purchased items, priority partial shipments, invoicing shipped items and 3rd party regulatory and warranty issues.

1. General

These general terms and conditions shall apply to all goods supplied by HAMILTON COMPANY to the customer. These general terms and conditions of all goods supplied by HAMILTON COMPANY shall prevail over all other terms and conditions unless the said general terms and conditions have been varied, accepted, and acknowledged subsequently in writing by HAMILTON COMPANY. Any deviation or supplementary conditions or any oral agreements made between HAMILTON COMPANY and the customer especially in relation to the customer's general terms and conditions shall only be applicable if accepted and acknowledged in writing by HAMILTON COMPANY.

2. Quotations

Quotations shall only be binding if they contain a stated period of validity and upon approval of credit application per consent from the HAMILTON COMPANY FINANCE DEPARTMENT.

3. Scope of delivery

The order acknowledgement is relevant for scope and execution of the delivery. Additional performances or specifications not included in the order acknowledgement are charged separately.

4. Technical data and documents

Technical documents such as drawings, descriptions, illustrations and data on dimensions, performance and weight are for information purposes only and shall not imply any warranties. HAMILTON COMPANY reserves the right to make any necessary changes. All technical documentation and technical data remain the property of the HAMILTON COMPANY and may neither be used for production purposes nor be made available to third parties.

5. Copyright protection, patent and trademark rights

Trademarks, designs, and projects remain HAMILTON COMPANY' property. Without HAMILTON COMPANY' previous written consent, the reproduction, utilization, or handing over to third parties is prohibited. Particularly, HAMILTON COMPANY equipment must not be made available directly or indirectly (through drawings, diagrams, schematics etc.) to any third party without HAMILTON COMPANY' written authorization.

6. Payment Terms:

Payment: Standard payment terms are: Full amount due NET 30 after shipment. Credit approval from the HAMILTON COMPANY FINANCE DEPARTMENT might result in special credit terms. For integrated systems with third party devices, down payments will be required prior to third party equipment purchases as the third party equipment will transfer ownership upon cancellation or order delay by the customer. These terms will be 30% with purchase order, 50% upon shipment NET 10 and 20% NET 30 days after installation and acceptance. A finance charge of 2% per month will be applied for each payment

past due.

7. Delivery time

The delivery time of a system will be stated on each quotation and will be dependant upon multiple factors such as current resource workload, 3rd Party item delivery times, custom hardware creation times and custom software application development time. The delivery time starts with the date of HAMILTON COMPANY' order acknowledgement, and ends when the shipment is ready for dispatch or a Site Acceptance Test if required. Compliance with the delivery time is conditional upon the customer fulfilling their contractual obligations, e.g. notification of all essential technical specifications, availability of samples, import permits, down payments, letters of credit etc. Delivery is always subject to prior receipt of an export license granted by Swiss authorities.

The delivery time is reasonably extended if one of the cases applies:

- a) The information required by HAMILTON COMPANY for performance of the contract is not received in time, or if the customer subsequently changes the contract thereby causing a delivery delay of the goods. All contract changes require revised Purchase Orders from the customer.
- b) Hindrances occur which prevent HAMILTON COMPANY from performing the contract by force majeure. Hindrances include epidemics, mobilization, war, revolution, serious breakdowns in the works, accidents, labor conflicts, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, official actions or omissions by any state authorities or public bodies, and natural catastrophes.

If the customer claims such damages for delayed delivery, it must be proved that the delay has been caused through HAMILTON COMPANY' fault and that the customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the customer, the latter is not entitled to claim any delay damages. Any delayed delivery does not entitle the customer to any rights and claims other than those expressly stipulated in clause 9. Post installation it is the customer's responsibility to discard the instrument shipping/packing materials.

8. Acceptance/Termination

Unless otherwise agreed upon, acceptance shall be affected immediately after installation at the customer's premises. The customer shall inspect the goods within a reasonable period and shall immediately notify HAMILTON ROBOTICS in writing of any deficiencies. If the customer fails to do so, the goods shall be deemed to have been accepted. The result of the acceptance has to be recorded in writing and signed by both parties. The acceptance is fulfilled as soon as the test results prove the specified quality and capacity.

In addition, acceptance shall also be deemed completed when:

- The HAMILTON ROBOTICS has satisfied its standard site acceptance conditions or exceptional conditions agreed upon in writing with the customer prior to acknowledgement of the Purchase Order by the HAMILTON ROBOTICS.
- As soon as the customer uses the goods in a non-acceptance test mode.

If the customer delays acceptance, the outstanding amounts are due 30 days after the originally scheduled acceptance.

Customer Returned Goods

If a customer decides to return goods, a 20% restocking fee will be charged to the customer with the assumption that the original packaging is intact and used to return the product to the HAMILTON ROBOTICS. If the original packaging is not utilized, the HAMILTON ROBOTICS has the right not to issue credit for the unit until a damage assessment is completed.

No credit will be given returned customized products, third party equipment or other non-recoverable costs such as method development, training, project management, or application support.

9. Warranty

The warranty period is 12 months from the installation date. The warranty period either begins on the date of the first day of installation or after acceptance, if site acceptance conditions have been defined and agreed upon in writing by the HAMILTON ROBOTICS and the customer prior to receipt of the system Purchase Order by the HAMILTON ROBOTICS from the



customer. If installation or acceptance is delayed due to reasons beyond the control of the HAMILTON ROBOTICS, the warranty period shall end not later than 18 months after shipment of the goods from the HAMILTON ROBOTICS.

Upon written request from the customer, the HAMILTON ROBOTICS shall quickly repair or replace, at its option, all parts which become defective or unserviceable if determined to be due to bad material, faulty design or poor workmanship. All returned parts which are replaced become the property of the HAMILTON ROBOTICS. The HAMILTON ROBOTICS is responsible only for the cost of repair or replacement of defective parts.

The warranty expressly does not cover consumable parts, damage caused by normal wear, faulty maintenance, failure to observe the operating instructions, and installation not carried out by HAMILTON ROBOTICS as well as due to other reasons for which HAMILTON ROBOTICS is not responsible.

For goods or essential components manufactured by a third party and not authorized by HAMILTON ROBOTICS, there is no warranty.

For goods manufactured by a third party and supplied by HAMILTON ROBOTICS, the warranty is limited to the warranty provided by the third party Supplier.

With respect to any defective material, design, or workmanship as well as any failure to fulfill express warranties, the customer shall not be entitled to any rights and claims other than those expressly stipulated in this clause.

10. Exclusion of further liability

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer are exhaustively covered by these general conditions of supply. In no case whatsoever, shall the customer be entitled to claim damages other than compensation for costs of remedying defects of the goods. This, in particular, refers, but shall not be limited to, loss of production, loss of use, loss of orders, loss of profit, and other direct or indirect or consequential damage.

11. Patents

HAMILTON ROBOTICS represents and warrants to Buyer that the manufacture, use or sale of HAMILTON ROBOTICS standard Products do not infringe on any patent, trademark or other intellectual property of any third party.

If the standard products sold under the present conditions are produced or modified according to customer's specifications, customer agrees to indemnify and hold HAMILTON ROBOTICS harmless from all lawsuits, judgments, claims, costs and expenses, including but not limited to attorney's and accountant's fees arising in connection with patent infringement.

12. License Agreement

The computer software programs remain the property of HAMILTON ROBOTICS. HAMILTON ROBOTICS grants to customer a non-exclusive license to use the proprietary software programs with the equipment specified in the purchase agreement and under the general terms and conditions specified herein.

HAMILTON ROBOTICS may declare parts of the software programs as PUBLIC and which parts will be free of restrictions.

HAMILTON ROBOTICS is not liable for the functionality of third party components.

HAMILTON ROBOTICS is not aware of the rights of any third parties that would oppose the utilization purposes of the licensed software programs. In the event that the software programs infringe on the rights of a third party HAMILTON ROBOTICS will not be liable.

HAMILTON ROBOTICS guarantees the operability of the software programs with the equipment and for the purpose as set forth in the specifications of the purchase agreement under normal conditions of operation and that the software programs have been written following the accepted rules of programming.



HAMILTON ROBOTICS will not be liable for delays, errors or failures in performance due to causes beyond its control or operation by unqualified personal.

HAMILTON ROBOTICS' warranty expires immediately if changes in the setup of the equipment or the exchange of equipment the licensed software programs are operating take place without written confirmation of HAMILTON ROBOTICS.

In case of software program defects limiting the usability of the software programs, HAMILTON ROBOTICS will deliver corrections free-of-charge during the warranty period.

After expiry of the warranty period HAMILTON ROBOTICS will provide error maintenance and other support only if the customer agreed upon and entered into a maintenance and service contract.

The HAMILTON ROBOTICS will provide the appropriate support during the installation and for the configuration of the software programs if the customer provides the HAMILTON ROBOTICS access to the hardware and software. After installation, the HAMILTON ROBOTICS will provide education and consulting services according to its current schedule of charges.

The customer will perform backup operations to protect himself from loss of data due to any error conditions.

HAMILTON ROBOTICS (USA) Inc., Reno, Nevada

Jim Grieser
NW Territory Sales Manager

Mark Hurst
Director, Western Region